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FEDERAL COMMUNICATIONS COMMISSION
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Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In the Matter of

BellSouth Telecommunications, Inc.

FILE No. _____

Request for Declaratory Ruling That State Commissions May Not Regulate
Broadband Internet Access Services by Requiring BellSouth To Provide Wholesale
or Retail Broadband Services to CLEC UNE Voice Customers

**EMERGENCY REQUEST
FOR DECLARATORY RULING**

ATTACHMENTS

December 2003

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BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2001-19-C - ORDER NO. 2001-286
APRIL 3, 2001

IN RE: Petition of IDS Telecom, LLC for Arbitration)
of a Proposed Interconnection Agreement) ORDER ON
with BellSouth Telecommunications, Inc.) ARBITRATION
Pursuant to 47 U.S.C. Section 252(b).)

I. INTRODUCTION

This matter comes before the Public Service Commission of South Carolina ("Commission") on the Petition for Arbitration ("Petition") filed by IDS Telecom, LLC ("IDS") for arbitration of certain terms and conditions of a proposed Interconnection Agreement by and between IDS and BellSouth Telecommunications, Inc. ("BellSouth"). This proceeding arose after IDS and BellSouth were unable to reach agreement on all issues despite good faith negotiations. On January 5, 2001, IDS filed its Petition regarding those issues which IDS and BellSouth were not able to resolve. The Petition was filed pursuant to the provisions of Section 252 of the Telecommunications Act of 1996 ("1996 Act"). 47 U.S.C. § 252. The Petition set forth eleven unresolved or "open" issues (Issues A-K)¹. On January 30, 2001, BellSouth timely filed its Response to IDS's

¹ Throughout this Order, the Issues will be identified by the letter as designated in IDS's Petition.

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elements that are not in fact already combined in its network. Accordingly, the Commission rules that BellSouth is obligated to provide combinations to IDS only where such combinations currently, in fact, exist and are capable of providing service at a particular location. The Commission further rules that if IDS wants BellSouth to combine unbundled network elements that are not in fact already combined, BellSouth is entitled to charge IDS market-based rates for doing so. Accordingly, the Commission orders that the parties shall include language in the Interconnection Agreement defining currently combined network elements as elements that are already combined within BellSouth's network to a given location.

Issue E: Should BellSouth be allowed to restrict the way in which two competitive LECs provide services over the same loop, by imposing the rule that BellSouth will deliver a loop and a port to the collocation space of either LEC only in those situations where the loop and port are stand alone network elements, but will not support line sharing in situations in which the competitive LECs are using UNE-P combinations?

IDS's Position:

Both IDS and BellSouth agree that BellSouth is required to provide IDS combined network elements under some circumstances. Both parties agree that these network elements are often a loop and port combination known as UNE-P. The language of Section 3.1.6 of Attachment 2, however, is in direct contravention of the requirements of Section 51.315(b) of the FCC's Rules. Essentially, the disputed language says that BellSouth will separate an existing combined BellSouth retail service when an end user elects to cease subscribing to BellSouth as the end user's voice service provider.

In addition to violating Section 51.315(b) of the FCC's Rules, the disputed language of Section 3.1.6 violates nondiscrimination requirements of Section 251(c)(3) of the Act. The distinctions that BellSouth seeks to impose are discriminatory and anticompetitive because they make it more difficult and expensive for two different competitive LECs to offer voice and data services over the same loop and port that are currently combined in the BellSouth network. In addition, in situations where BellSouth offers voice service and a competitive LEC offers data services using the same

loop, BellSouth will cross-connect to its own network without breaking the network into individual loop and port elements. Again, such discrimination violates Sections 251(c)(3).⁴⁹

BellSouth's Position:

In its Response, BellSouth states its position on Issue E as follows:

This issue addresses line splitting situations in which the loop that had been part of the UNE-P combination is unbundled. In those situations, IDS should be required to pay the cost-based non-recurring charges associated with handling the service order, unbundling the loop, running the loop to the splitter, and then running the voice frequency from the splitter to the port on BellSouth's switch. Additionally, once the loop is unbundled in this manner, IDS should be required to pay UNE rates for the loop and UNE rates for the port, rather than UNE-P rates for the loop-port combination.⁵⁰

Discussion:

In addressing this issue, we will first examine what is involved in a UNE-P arrangement and in a line splitting arrangement. In a UNE-P combination, BellSouth provides a CLEC with a loop that runs from the end user's premises to a point on the front of the frame in BellSouth's central office. A cross-connection then runs from that point on the front of the frame to a point on the back of the frame. A cable then connects that point at the back of the frame to a port on BellSouth's voice switch.⁵¹ Simply put, UNE-P is an arrangement by which one particular UNE (a loop) is directly connected to another particular UNE (a port).

⁴⁹ Petition, Exhibit 5, p. 5.

⁵⁰ Response, Exhibit A, p.2.

⁵¹ See Tr. at 372.

With a line splitting arrangement, the frequencies of the loop are “split” so that both voice and data services can be provided over the same loop. Just as a road can be separated into two lanes, allowing two vehicles to travel side-by-side in the same direction over the same road at the same time, a loop can be separated into two sets of frequencies, allowing both voice and data to be delivered to the same customer over the same loop at the same time.⁵² The voice is carried over the low frequency portion of the loop, and the data is carried over the high frequency portion of the same loop.⁵³

To simultaneously provide voice and data to the same customer over the same loop, the loop must run through a device called a splitter.⁵⁴ The splitter separates the voice portion of the loop (the low frequency) from the data portion of the loop (the high frequency). The voice portion is then carried to a port on the voice provider’s circuit switch, and the data portion is carried to a port on the data provider’s packet switch.⁵⁵

The arrangement that exists when IDS is involved in line splitting with another carrier is much different than what exists when IDS uses UNE-P to serve a customer.⁵⁶ As is the case with a UNE-P arrangement, BellSouth provides a loop that runs from the customer’s premises to a point on the front of the frame in the central office, and a cross-connection that runs from that point on the front of the frame to a point on the back of the frame. Unlike a UNE-P combination, however, a cable does not connect that point at the back of the frame to a port on BellSouth’s voice switch.⁵⁷

⁵² Tr. at 347.

⁵³ *Id*

⁵⁴ *Id*

⁵⁵ Tr. at 347-348.

⁵⁶ Testimony of Williams, TR. at pp. 378-380

⁵⁷ *Id*

Instead, a cable carries both the voice and the data from the point on the back of the frame to the front of a splitter, which in the case of line splitting, has to be located in the collocation space of either the voice CLEC or the Data CLEC.⁵⁸ The splitter does exactly that, it splits the signal coming from the loop into two parts. The voice part, if the CLEC is buying unbundled switching from BellSouth, is connected via a cable to a port on the BellSouth switch, and the data stream is taken to the appropriate switch owned or leased by the Data CLEC.⁵⁹ This arrangement, in which a splitter is injected between the loop and the port, is a much more complex arrangement than a UNE-P, in which the loop is connected directly to the port.⁶⁰

BellSouth points out that a line splitting arrangement differs from a UNE-P arrangement in that the splitter that is injected between the loop and the port is not a UNE.⁶¹ BellSouth further notes that the splitter in a line splitting situation is typically not even a part of BellSouth's network. The FCC does not require an incumbent LEC to provide the splitter when two CLECs enter into a line splitting arrangement with one another. In its *Advanced Networks Reconsideration Order*,⁶² which was released January 19, 2001, the FCC stated that LECs are obligated to permit line-splitting arrangements only "where the competing carrier [1] purchases the entire loop and [2] provides its own

⁵⁸ *Id.*

⁵⁹ *Id.*

⁶⁰ See Tr. at 364.

⁶¹ Tr at 364.

⁶² Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket No. 98-147, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, Third Report and Order on Reconsideration in CC Docket No. 98-147, Fourth Report and Order on Reconsideration in CC Docket No. 96-98, Third Further Notice of Proposed Rulemaking in CC Docket No. 98-147, and Sixth Further Notice of Proposed Rulemaking in CC Docket No. 96-98, FCC 01-26, (rel Jan. 19, 2001) ("*Advanced Networks Reconsideration Order*").

splitter.”⁶³ Thus, when BellSouth is providing neither voice nor data to a customer being served by a line-splitting arrangement, BellSouth may require the CLECs involved in that arrangement to provide their own splitter.

Despite the plain language of the FCC's Order, IDS witness Mr. Kramer seems to suggest that this Commission should order BellSouth to provide the splitter in a line splitting arrangement. Mr. Kramer, for example, claims that “a repeater is not a UNE, but IDS could not provide service to customers if BellSouth removed all of the repeaters from its network for IDS customers and required IDS to provide its own repeaters.”⁶⁴ Mr. Kramer also argues that “the approach suggested by [BellSouth] of terminating the UNE loop and UNE switching to IDS's collocated splitter and DSLAM is not economically feasible for a new entrant such as IDS.”⁶⁵ These arguments, however, are similar to arguments the FCC considered and flatly rejected in its order approving the 271 application of Southwestern Bell to provide in-region interLATA services in Texas.

In that Order, the FCC summarized AT&T's arguments as follows:

AT&T also argues that it has a right to line splitting capability over the UNE-P with SWBT furnishing the line splitter. AT&T alleges that this is ‘the only way to allow the addition of xDSL service onto UNE-P loops in a manner that is efficient, timely, and minimally disruptive.’ Furthermore, AT&T contends that competing carriers have an obligation to provide access to all the functionalities and capabilities of the loop, including electronics attached to the loop. AT&T contends that the splitter is an example of such electronics and that it is included within the loop element.⁶⁶

⁶³ *Advanced Networks Reconsideration Order* at ¶19.

⁶⁴ Kramer Rebuttal, Tr. at 139.

⁶⁵ *Id.* at 141.

⁶⁶ In the Matter of Application of SBC Communications Inc., Southwestern Bell Telephone Company, and Southwestern Bell Communications Services, Inc. d/b/a Southwestern Bell Long Distance Pursuant to

In ruling on AT&T's arguments, the FCC stated "[w]e reject AT&T's argument that SWBT has a present obligation to furnish the splitter when AT&T engages in line splitting over the UNE-P."⁶⁷ The FCC went on to note that in the *UNE Remand Order*, "[w]e did not identify any circumstances in which the splitter would be treated as part of the loop . . . ,"⁶⁸ (emphasis added), and it reiterated that "[w]ith respect to line splitting, as described above, we have not imposed any obligation on incumbent LECs to provide access to their splitters."⁶⁹

Clearly, the FCC has not deemed a splitter to be a UNE. It is equally clear that BellSouth is not required under FCC rules or orders to provide the splitter when IDS enters a line splitting arrangement with a third party. Further, on the record before this Commission, it is also clear that line splitting does not involve a loop that is directly connected to a port. Rather, line splitting involves (1) a loop that is connected to equipment that is not a UNE and that typically is not part of BellSouth's network and (2) a port that is connected to equipment that is not a UNE and that is not part of BellSouth's network.

Even though line splitting is a much different and more complex arrangement than a UNE-P, IDS nevertheless maintains that it is entitled to pay UNE-P rates when it provides voice service in a line splitting arrangement. IDS apparently bases its position on the sentence in Paragraph 19 of the FCC's *Advanced Networks Reconsideration Order*

Section 271 of the Telecommunications Act of 1996 to Provide In-Region, InterLATA Services in Texas, CC Docket No 00-65, FCC 00-238 (rel. June 30, 1999) at ¶326. ("*Texas 271 Order*").

⁶⁷ *Texas 271 Order* at ¶327.

⁶⁸ *Id.*

⁶⁹ *Id.* at 329.

which states that “incumbent LECs have an obligation to permit competing carriers to engage in line splitting using the UNE-platform where the competing carrier purchases the entire loop and provides its own splitter.”⁷⁰ IDS, however, does not address the fact that the next two sentences in that paragraph provide an explanation of what the FCC meant when it made this statement. Those sentences read as follows:

For instance, if a competing carrier is providing voice service using the UNE-platform, it can order an unbundled xDSL-capable loop terminated to a collocated splitter and DSLAM equipment and unbundled switching combined with shared transport, to replace its existing UNE-platform arrangement with a configuration that allows provisioning of both data and voice services. As we described in the Texas 271 Order, in this situation, the incumbent must provide the loop that was part of the existing UNE-platform as the unbundled xDSL-capable loop, unless the loop that was used for the UNE-platform is not capable of providing xDSL service. (emphasis added).

The FCC, therefore, made it clear that if the loop that is a component of the existing UNE-P that is serving an end user is capable of providing xDSL service, the incumbent must provide that same loop to two CLECs who wish to provide voice and data to the same end user by way of a line splitting arrangement. The FCC also stated that “the incumbent must provide the loop that was part of the existing UNE-platform” so the CLEC can use that loop in implementing a configuration “to replace its existing UNE-platform arrangement . . .”(emphasis added).⁷¹ Thus the FCC recognized that a UNE-platform that existed before the CLEC-owned splitter was introduced between the loop and the port no longer exists after that CLEC-owned splitter is introduced between the

⁷⁰ Tr at 137-138.

⁷¹ *Advanced Networks Reconsideration Order* at ¶19.

loop and the port. As the UNE-platform no longer exists after the introduction of the splitter in a line-splitting situation, IDS, therefore, is not entitled to pay UNE-P rates for a line splitting arrangement.

Moreover, it is obvious that accommodating a line splitting arrangement often requires BellSouth to perform additional work. Assume, for example, that IDS is providing only voice service to a customer and that it subsequently enters a line splitting arrangement with Data CLEC by which IDS provides voice and Data CLEC provides data to that customer over the same loop. Before IDS and Data CLEC entered this arrangement, the existing loop had been connected directly to the port that was serving the customer. To accommodate the line-splitting arrangement, however, BellSouth will be required to separate the loop from the port and deliver that loop to the appropriate collocation space where the splitter is located. At the same time, BellSouth will have to connect the port to that same collocated space so that the voice or data CLEC can make the proper connections to the splitter. It is only fair and equitable for IDS to compensate BellSouth for performing that work.

BellSouth witness Mr. Williams explained in his surrebuttal testimony that there could be limited situations in which BellSouth is not required to perform additional work to support a line-splitting arrangement between IDS and another provider. In those situations, BellSouth does not propose to charge IDS for any additional work. For example, assume that BellSouth is providing voice service to a customer, that Data CLEC is providing data services to that same customer over the same loop, and that Data CLEC is providing its own splitter in its collocation area. In that case, the loop will run to the

splitter in Data CLEC's collocation area. From there, the voice frequency will run to a port on BellSouth's switch and the data frequency will run to Data CLEC's packet switch.⁷² IDS could subsequently win that customer's voice service from BellSouth and enter into a splitting arrangement with Data CLEC. In that event, BellSouth would have to perform no additional work to accommodate that arrangement because the loop serving that customer already runs to Data CLEC's splitter, and the voice frequency already runs from Data CLEC's splitter to the port on BellSouth's switch. BellSouth, therefore, would not seek to charge IDS for any work it was not required to perform.

However, this scenario does not mean that IDS is entitled to pay UNE-P rates. Even if no additional work is required, the fact remains that the arrangement IDS has received is not a loop connected to a port. Instead, it is a loop connected to a splitter that is not part of BellSouth's network and a port connected to a splitter that is not part of BellSouth's network. As explained above, this simply is not a UNE-P, and IDS is not entitled to pay UNE-P rates for such an arrangement.

During the hearing, IDS's witness Mr. Kramer suggested that in this scenario, the arrangement IDS is receiving is "already combined" in BellSouth's network.⁷³ However, it is clear from Mr. Williams' testimony that BellSouth is not seeking to charge IDS for "combining" anything that has already been combined in the existing arrangement. It is should also be noted that, as explained above, the arrangement that purportedly is already "combined" is a loop connected to a splitter and a port connected to a splitter. Regardless

⁷² Tr. at 265-266.

⁷³ Tr. at 376.

of whether that arrangement is already “combined,” it is not a UNE-P, and IDS is not entitled to pay UNE-P rates for that arrangement.

IDS also asserts that BellSouth’s proposed language violates Section 51.315(b) of the FCC’s rules which prohibits incumbent LECs from separating combined network elements except upon request. However, when a competitive LEC enters into a line splitting arrangement, UNE-P no longer exists. When the competitive LEC requests a line splitting arrangement, the competitive LEC in effect requests that the UNE-P combination be separated to accommodate the line splitting arrangement. This does not, as asserted by IDS, violate Section 51.315(b) of the FCC’s rules because the competitive LEC is in effect requesting that UNE-P combination be unbundled.

Finally, IDS alleges that BellSouth’s decision not to provide data services over a loop that a CLEC is using to provide voice services is somehow anticompetitive.⁷⁴ IDS’s allegation is without merit. The FCC recently stated that “we deny AT&T’s request for clarification that under the *Line Sharing Order*, incumbent LECs are not permitted to deny their xDSL [data] services to customers who obtain voice service from a competing carrier where the competing carrier agrees to the use of its loop for that purpose.”⁷⁵ After denying AT&T’s request, the FCC reiterated that “[a]lthough the Line Sharing Order obligates incumbent LECs to make the high frequency portion of the loop separately available to competing carriers on loops where the incumbent LEC provide

⁷⁴ See, e.g., Tr at 361.

⁷⁵ *Advanced Networks Reconsideration Order* at ¶26.

voice service, it does not require that they provide xDSL service when they are no longer the voice provider.” *Id.* Clearly, the FCC has not required an incumbent LEC to provide xDSL service to a particular end user when the incumbent LEC is no longer providing voice service to that end user. IDS’s contention that this practice is anticompetitive is therefore not persuasive when BellSouth is acting in accordance with the express language of the FCC’s most recent Order on the subject.

Based upon the discussion above, the Commission finds that when a CLEC, providing voice service through a UNE-P combination, requests to convert to a line splitting arrangement, the UNE-P arrangement is replaced by individual network elements. Accordingly, the Commission orders that the following language be included in the Interconnection Agreement:

BellSouth will work cooperatively with IDS to develop rates, methods and procedures to operationalize a process whereby two CLECs, one being a provider of voice services (a “Voice CLEC”) and the other being a provider of data services (a “Data CLEC”) may provide services over the same loop. Under such process, BellSouth will cross-connect a loop and a port to the collocation space of either the Voice CLEC or the Data CLEC. The cross-connected loop and port cannot be a loop and port combination (i.e. UNE-P), but must be individual and stand alone network elements. The Voice CLEC or the Data CLEC shall be responsible for connecting the loop and port to a CLEC owned-splitter. BellSouth shall not own or maintain the splitter used for this purpose. When such rates, methods and procedures have been developed and operationalized, then at the request of IDS, the Parties shall amend this Agreement to incorporate the same.

Further, the Commission rules that the proper rate for a line splitting arrangement is the sum of the recurring rates for an unbundled loop and an unbundled port plus the non-

recurring charges associated with any work BellSouth must perform to accommodate the line splitting arrangement.

V. CONCLUSION

The parties are directed to incorporate language in the Interconnection Agreement as described herein.

This Order is enforceable against IDS and BellSouth. BellSouth affiliates which are not incumbent local exchange carriers are not bound by this Order. Similarly, IDS affiliates are not bound by this Order. This Commission cannot enforce contractual terms upon a BellSouth or IDS affiliate which is not bound by the 1996 Act.

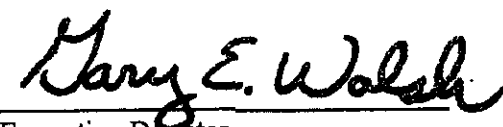
This Order shall remain in full force and effect until further Order of the Commission.

IT IS SO ORDERED.

BY ORDER OF THE COMMISSION:


Chairman

ATTEST:


Executive Director

(SEAL)

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remote terminal, and acquire only the unbundled loop distribution sub-loop element to serve its customers. (Test. of Milner, Tr. Vol. 8, Pgs. 141-142) Thus, BellSouth does not preclude CLPs from serving customers regardless of whether those customers are served by copper loops.

The Commission notes that, most recently, the FCC has found in its *GALA II Order*

Based on the evidence in the record, we find, as did the Georgia and Louisiana Commissions, that BellSouth demonstrates that it provides nondiscriminatory access to the high frequency portion of the loop. BellSouth offers line sharing in Georgia and Louisiana under its interconnection agreements and the terms of its tariff, in accordance with the requirements of the *Line Sharing Order* and the *Line Sharing Reconsideration Order*. [¶238 with footnotes omitted]

(f) **Line Splitting**

BellSouth demonstrates that it complies with the Act and the FCC's requirements to permit CLPs to engage in line splitting. As described in its testimony, BellSouth facilitates line splitting by CLPs by cross-connecting a loop and a switch port to the collocation space of either the voice CLP or the data CLP. The CLPs may then connect the loop and the switch port to a CLP-owned splitter and split the line themselves. BellSouth offers the same arrangement to CLPs that the FCC described with approval in the *Texas Order* and the *Line Sharing Reconsideration Order* (Test. of Williams, Tr. Vol. 7, Pg. 436)¹⁵⁷ Although not required by the FCC or this Commission, BellSouth will provide the splitter in a line splitting arrangement. (Test. of Williams, Tr. Vol. 7, Pg. 412) BellSouth's SGAT includes BellSouth's line splitting offering. (Test. of Williams, Tr. Vol. 7, Pg. 436)

As BellSouth now agrees to provide the splitter region-wide, the Commission finds AT&T's claims that it should compel BellSouth to provide the splitter to be moot. This Commission agrees, however, with BellSouth that it has no legal obligation to provide the splitter pursuant to this Commission's and the FCC's previous Orders. Thus, it logically follows that this Commission cannot conclude that BellSouth has a legal obligation to provide line splitting one line at a time. Even if the Commission were so inclined, the Commission finds that BellSouth's settlement with the Data Coalition to provide an 8-port splitter compelling evidence that BellSouth is working with the CLPs to provide nondiscriminatory access. (Test. of Williams, Tr. Vol. 7, Pg. 448) As both a legal and factual matter, therefore, AT&T's argument on this issue is without merit.

North Carolina Utilities Commission
BellSouth
North Carolina

Moreover, BellSouth's refusal to permit line splitting between itself and a CLP providing voice services does not threaten its compliance with Checklist Item 4. BellSouth frankly admits that such line splitting is technically possible, yet correctly maintains that the FCC requires no such line splitting. In sum, the FCC has determined this very question for us when it stated,

[W]e reject AT&T's argument that we should deny this application on the basis of SWBT's decision to deny its xDSL service to customers who choose to obtain their voice service from a competitor that is using the UNE-P. Under our rules, the incumbent LEC **has no obligation** to provide xDSL service over this UNE-P carrier loop.¹⁵⁸

In fact, most recently, the FCC has again come to this conclusion as outlined in the FCC's *GALA II Order* wherein the FCC stated

BellSouth states that its policy "not to offer its wholesale DSL service to an ISP or other network services provider [] on a line that is provided by a competitor via the UNE-P" is not discriminatory nor contrary to the Commission's rules. Commenters allege that BellSouth will not offer its DSL service over a competitive LEC's UNE-P voice service on that same line. We reject these claims because, under our rules, the incumbent LEC has no obligation to provide DSL service over the competitive LEC's leased facilities. Furthermore, a UNE-P carrier has the right to engage in line splitting on its loop. As a result, a UNE-P carrier can compete with BellSouth's combined voice and data offering on the same loop by providing the customer with line splitting voice and data service over the UNE-P loop in the same manner. Accordingly, we cannot agree with commenters that BellSouth's policy is discriminatory. Further, we note that BellSouth is taking adequate steps to remedy any confusion that may arise when customers order DSL. [¶157 with footnotes omitted] [Emphasis added]

Neither AT&T nor WorldCom offers this Commission sufficient reason to jettison the FCC's prior rulings on this matter in a similar proceeding.

The Commission does not concur with AT&T's contention that BellSouth should charge CLPs UNE-P rates for a line splitting arrangement. BellSouth's policy is consistent with the FCC's precedent. The FCC has held that

. . . If a competing carrier is providing voice service over the UNE-P, it can order an unbundled xDSL-capable loop terminated to a collocated splitter and DSLAM equipment and unbundled switching combined with shared transport to *replace its UNE-P with a configuration that allows provisioning of both data and voice service.*¹⁵⁹

Thus, once the loop and port are used to provide line splitting, they "replace" the UNE-P and the UNE-P no longer exists. Provisioning separate loop and port network elements to a CLP eliminates the efficiencies derived from a UNE-P provisioned arrangement. Thus, the Commission finds that BellSouth's refusal to charge CLPs UNE-P rates for line splitting arrangements does not warrant a finding of noncompliance.

Finally, the Commission finds that there is no requirement that BellSouth must implement electronic ordering for line splitting as a prerequisite to compliance with Checklist Item 4. The FCC approved Verizon's application for in-region, interLATA authority in Massachusetts, even though Verizon has not yet "implemented an electronic OSS functionality to provide line splitting."¹⁶⁰ Specifically, the FCC states in Paragraph 180 of its *Massachusetts Order*.

We disagree with WorldCom's claim that Verizon's OSS does not comply with our *Line Sharing Reconsideration Order* in other respects. The *Line Sharing Reconsideration Order* does not require Verizon to have implemented an electronic OSS functionality to permit line splitting. Rather, the Commission's *Line Sharing Reconsideration Order* recognizes that a state-sponsored xDSL collaboratives [sic] is the appropriate place for Verizon to evaluate how best to develop this functionality. For example, Verizon has represented that it is actively working on developing the OSS upgrades necessary to provide for electronic ordering of line-split services in the context of the New York Commission's xDSL collaborative. We recognize that Verizon has not, to date, implemented the OSS upgrades necessary to electronically process line-splitting orders in a manner that is minimally disruptive to existing voice customers; but that such functionality may require significant software upgrades and testing. It is undisputed that the parties in the New York DSL collaborative commenced discussion of line splitting over a year ago; that in April 2000 Verizon formally posed numerous questions to competitors concerning initial detailed business rules to Verizon. Thus it appears that Verizon has the necessary information to implement the necessary OSS upgrades. Verizon has been able to provide its customers line-shared DSL service for approximately two years. Our *Line*

Sharing Reconsideration Order is fulfilled by Verizon's adoption of an implementation schedule for line splitting as directed by the New York Commission that will afford competitors the same opportunities. [Footnotes omitted]

Nevertheless, it appears that BellSouth has implemented electronic OSS for ordering, provisioning, and maintaining line splitting on January 5, 2002. According to the FCC's May 15, 2002 *GALA II Order*

We also disagree with AT&T's claim that BellSouth's OSS does not comply with our Line Sharing Reconsideration Order. Specifically, AT&T asserts that BellSouth does not provide electronic OSS for ordering, provisioning and maintaining line splitting. Pursuant to the Georgia Commission's mandate to make such OSS available for line splitting, BellSouth implemented permanent OSS for line splitting on January 5, 2002, and competitive LECs have raised no complaints about this new process. We find, therefore, given the record before us, BellSouth's process for line splitting orders is in compliance with the requirements of the checklist at this time. [¶243 with footnotes omitted]

Finally, the Commission notes that the FCC concluded in its *GALA II Order*

Based on the evidence in the record, we find, as did the Georgia and Louisiana Commissions, that BellSouth complies with its line-splitting obligations and provides access to network elements necessary for competing carriers to provide line splitting. [¶241 with footnotes omitted]

Conclusion

The Commission concludes that BellSouth is providing or generally offering local loop transmission from the central office to the customer's premises unbundled from local switching or other services and is in compliance with Checklist Item 4.

Checklist Item 5

Issue: Is BellSouth providing or generally offering local transport from the trunk side of the wireline local exchange carrier's switch unbundled from switching or other services?